

NOTIFICATION OF AWARDED CONTRACT(S)

FOR

PEST CONTROL NONRESIDENTIAL SERVICES T-0295

1.0 Information

1.1 Purpose and Intent

This Request For Proposal (RFP)/contract is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders to secure exterminator services for the Division of Property Management & Construction (DPMC) in conformance with Executive Order 113 effective 12/23/98. The purpose of the Executive order is to reduce chemical pollutants in the work environment through effective pest elimination through implementation of integrated pest management systems. This RFP/contract does not apply to residential facilities, such as the State prisons and large State hospitals etc. Residential facilities are covered under a separate contract.

1.1.2 All services shall be performed as described in this specification.

1.1.3 Applicator Business Registration

The contractor must have a current and valid pesticide applicator business license from the New Jersey Department of Environmental Protection, Pesticide Control Program at the time of bid proposal submission. This registration must remain valid for the entire contract period.

State certification and registration in conformance with RFP Section 3.4 are mandatory during the three year term of this contract and any extension thereof.

1.1.4 This a single award contract for each location with the lowest cost, responsive and responsible vendor receiving a contract.

1.2 Background

The Division of Property Management & Construction, Office of Building Management and Operations is responsible for the maintenance of all State owned buildings throughout the Capitol and West Trenton Complexes.

The contractor(s) is to provide a cost for the specific sites below, based on the monthly rates bid, for Exterminating & Pest Control Non-Residential Various Agencies Statewide by Facility as follows:

VENDOR: BOWCO LABORATORIES

CONTACT DOUGLAS BOYLE 732-636-3777

1. Library for the Blind/Records Storage
2. OTIS Hub
3. Document Control Center

VENDOR: COOPER PEST CONTROL

CONTACT PHILLIP COOPER 609-799-1300

1. Treasury Print Shop

VENDOR: SENTURY PEST CONTROL, INC. CONTACT J. E. TYLER

215-295-6089

1. Capitol Place One
2. War Memorial Building
3. State House Executive & Legislative Offices
4. State Office building
5. State House Annex
6. State House Garage
7. Department of State Building
8. State Planetarium
9. State Auditorium
10. State Museum
11. State Library
12. Mary Roebling Building
13. Taxation Building
14. Kelsey Building
15. Old Barracks
16. Department of Environmental Protection Building
17. Ashby Building
18. Mill Hill Building
19. Labor Building
20. Health and Agriculture Build
21. Health & Agriculture Laboratory
22. Justice Complex
23. Riverview Plaza/Building 100

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

2.0 Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Rate - All direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. Hourly rates also include portal to portal expenses. Time spent in traveling to

and from the work site or employee's normal work station should not be included in any estimates.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance .

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task - A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

3.0 Scope of Work

3.1 Scope of Services For Exterminating Service (Pest Control)
Successful bidder will be responsible for taking proper care to protect the condition of premises in which service is being

rendered.

All pesticide applications will be done in accordance with any applicable federal, State or municipal statutes, laws, or regulations.

3.1.1 The Contractor-exterminator shall furnish all chemicals, materials and equipment for complete exterminating of all insects, rodents and/or pests including but not limited to the following: spiders, cockroaches of all species, silver fish, bedbugs, gnats, lice, ants, fleas, rats and mice, from infested areas, including but not limited to, cellars, crawl spaces, offices, supply spaces and/or rooms, closets, baseboards, plumbing and heating pipes, shelves, any or all elevators, dumb waiters, kitchen dining rooms, cafeteria solid waste disposal areas, food preparation and storage areas, and loading platforms in all buildings belonging to institutions occupied or unoccupied by humans or animals. All other pests not mentioned in this proposal are to be handled on a special basis. The cost will be determined based on hourly rates bid.

3.1.2 Before an application is made the exterminator will notify the Agency of any precautionary actions to be undertaken by the Agency. The exterminator is to have their work approved by the Building Manager or the on-site supervisor at the specific treatment site.

3.1.3 The application of all materials will be made in a manner which (1) is consistent with label instructions, (2) does not cause or tend to cause damage to non-target areas or property, and (3) does not cause adverse effects or harm to man or the environment. All applications will be made on a work schedule acceptable to the Using Agency.

3.1.4 All chemicals used shall be non-flammable, secured when unattended, and registered by the U.S. Environmental Protection Agency and the New Jersey Pesticide Control Program.

3.1.5 The Contractors will be responsible for removing and disposing of all excess and/or unneeded chemicals, materials, or equipment after the application is completed.

3.1.6 Contractor/Vendor that will service Buildings facilities under this contract are listed below as follows:

VENDOR: BOWCO LABORATORIES	CONTACT DOUGLAS BOYLE 732-636-3777
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BUILDING COMPLEX

West Trenton Complex	
Document Control Center	77 Carroll St., Trenton, NJ
Library f/t Blind/Record Storage	2300 Stuyvesant Ave, W Trenton, NJ
OTIS Hub	1 Schwartzkoph Dr., W Trenton, NJ

VENDOR: COOPER PEST CONTROL	CONTACT PHILLIP COOPER 609-799-1300
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BUILDING/COMPLEX

STREET ADDRESS

Treasury Print Shop	101 Carroll St., Trenton, NJ
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VENDOR: SENTURY PEST CONTROL, INC. CONTACT J. E. TYLER 215-295-6089

BUILDING/COMPLEX	STREET ADDRESS
R. J. Hughes Justice Complex	25 Market St., Trenton, NJ
State House Complex	
State House - Exec, Leg. & LSB	125 W. State St., Trenton, NJ
State House Annex	145 W. State St., Trenton, NJ
State House Garage	165 W. State St., Trenton, NJ
Cultural Center Complex	
Dept. of State	225 W. State St., Trenton, NJ
Planetarium	205 W. State St., Trenton, NJ
Auditorium	205 W. State St., Trenton, NJ
Museum	205 W. State St., Trenton, NJ
Library	185 W. State St., Trenton, NJ
War Memorial Building	Willow & Lafayette STS, Trenton, NJ
John Fitch Complex	
Labor Building	John Fitch Plaza, Trenton, NJ
H&A Office	John Fitch Plaza, Trenton, NJ
H&A Lab	John Fitch Plaza, Trenton, NJ
Riverview Plaza, Building 100	Rt. 29, Trenton, NJ
Capitol Place One	222 S. Warren St., Trenton, NJ
DEP Complex	
DEP Building	401 E. State St., Trenton, NJ
Roebbling Complex	
Mary Roebbling Building (Commerce)	20 W. State St., Trenton, NJ
Taxation Building	50 Barrack St., Trenton, NJ
State Office Bldg.	135 W. Hanover St., Trenton, NJ
Kelsey Building (Edison College)	101 W. State St., Trenton, NJ
Old Barracks	Barrack St., Trenton, NJ
William Ashby Building (GOB)	101 S. Broad St., Trenton, NJ
Mill Hill Building	160 S. Broad St., Trenton, NJ

3.1.7 There will be a meeting with the successful contractor and the DPMC prior to the start of the contract. At this meeting, the contractor will be shown the areas within the buildings to be treated. Also, scheduling of service will be discussed and the contractor will be required to submit a schedule within 2 weeks after date of meeting.

3.1.8 Complaints and extra service requirements between scheduled visits must be handled within twenty-four (24) hours after notification and are to be at no additional cost to the Using Agency.

3.2 The DPMC reserves the right to add or delete buildings throughout the term of the contract.

3.3 Model Integrated Pest Management (IPM) Contract)

3.3.1 Description of Services

This contract is part of a comprehensive Integrated Pest Management (IPM) program for the buildings and other areas specified herein. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management

practices. Control techniques in an IPM program includes a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biological pest control, and as a last resort, the use of pesticides according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

The Contractor shall furnish all supervision, labor materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve the pest prevention.

3.4 Requirements for Bidding: In order for a company to qualify for the bidding process, it must meet the following requirements:

1. Possess a valid pesticide applicator business license with the New Jersey Department of Environmental Protection's Pesticide Control Program.
2. Provide proof of insurance.
3. At the time of engagement and throughout the term of the contract, the Contractor must employ a minimum of three (3) licensed applicators and certified as per NJAC 7:30-6.4 and 6.5. NOTE: It is a mandated requirement of this contract that only commercial certified applicators engage in pest control activities: no exceptions.
4. Provide two (2) references demonstrating experience in IPM programs similar in size and scope for which the bidding is being done.
5. Provide the name of an entomologist consultant employed or retained by the applicator business. The entomologist consultant must have a minimum bachelor's degree in entomology and one (1) year experience in integrated pest management. Attach a copy of the entomologist's resume to your bid. This is a mandatory requirement.
6. The commercial certified pesticide applicators assigned to this contract must demonstrate a minimum of one year experience implementing IPM and submit a resume with documentation.

3.5 Pests Excluded

Populations of the following pests will be considered special services, excluded from the specifications of this contract:

- Birds, bats, snakes, and all other vertebrates other than commensal rodents
- Termites, carpenter ants and other wood-destroying insects
- Mosquitoes

- Pests that primarily feed on outdoor vegetation Ticks

However, the following shall be controlled under the terms of the contract (see scope of work section 3.1.1):

3.6 Reserved

3.7 Pest Control Plan

Prior to initiation of service, the Contractor shall submit to the Using Agency Representative a pest control plan for each building or site within ten (10) working days following the initial inspection. Upon receipt of the pest control plan, the Using Agency Representative will render a decision regarding its acceptability within five (5) working days. The Contractor shall be on site to initiate service within five (5) working days following notice of approval. If aspects of the pest control plan are incomplete or disapproved, the Contractor shall have three (3) working days to submit revisions.

The Pest Control Plan Shall Consist of Five Parts:

1. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS sheets) for all pesticides to be used. A list of brand names of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included.
2. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the given pest.
3. A service schedule for each building or site. Frequency of Contractor visits shall depend on the specific pest control needs of each premise.
4. A description of any structural or operational changes that would facilitate the pest control effort.
5. A copy of the commercial pesticide applicator license for every Contractor's representative who will be performing on-site service under contract. At minimum, the Contractor shall submit copies of the licenses of two (2) employees.
6. The Contractor must provide a reporting system to the Using Agency Representative for effectively communicating pest control information. It shall be the Contractor's responsibility to carry out work according to the approved pest control plan for each building or site. The Contractor shall receive the concurrence of the Using Agency Representative prior to implementing any subsequent changes to the approved pest control plan, including additions or replacements to the pesticide list and to on-site service personnel.

7. Upon request the Contractor must provide an updated status report identifying insect problems or predisposing conditions and any other factors impinging on the pest management of the facility under contract.

3.8 Pesticide Application

The Contractor shall not apply any pesticide product that has not been included in the pest control plan or approved in writing by the Using Agency Representative.

Pesticide applications shall be according to need not by schedule. As general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventative pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, are acceptable. These applications must be conducted in accordance with the pesticide use hierarchy found in RFP paragraph 3.14 B, Insect Control - Pesticide Products and Use. Written approval must be granted by the Using Agency Representative prior to any preventative application.

The Contractor shall not store any pesticide product on Government property.

3.9 Structural/Procedural Recommendations

Structural modifications for pest control, including the application of caulk and other sealing materials will not be the responsibility of the Contractor. However, throughout the life of this contract, the Contractor shall be responsible for notifying the Using Agency Representative in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

3.10 Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on Government property and maintained on each visit by the Contractor.

Each logbook or file shall contain at least the following items:

1. A copy of the Pest Control Plan for the building or site, including the labels and MSDS sheets for all pesticides and pest control used in the building, and the Contractor's service schedule for the building.
2. The Pest Control Work and Inspection Report forms which will be supplied to the Contractor by the Using Agency Representative, and will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide applications required by NJAC 7:30-6.8 and 7.3. Upon

completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered.

3.11 Contractor Personnel

Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet State requirements for training, certification and licensing as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a certified applicator will not be permitted to provide service under the terms of this contract.

3.12 Manner and Time to Conduct Service

The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. No sprays or dust may be applied when the area to be treated is occupied. When it is necessary to perform work outside of the regular scheduled hours set forth in the pest control plan, the Contractor shall notify the Using Agency Representative at least one day in advance.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the Using Agency Representative. The Contractor shall adhere to these restrictions and incorporate them into the pest control plan for the specific building site.

All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work. Protective clothing, Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor shall be identified in accordance with State and local regulations.

3.13 Special Requests and Emergency Service

On occasion, the Using Agency Representative may request that the Contractor perform corrective, special or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the Using Agency Representative and indicate an anticipated completion date.

3.14 Insect Control

A. Non-pesticide Products and Use

The Contractor shall use non-pesticide methods of control wherever possible. For example:

Sticky traps are used to guide and evaluate indoor pest control efforts wherever necessary.

B. Pesticide Products and Use:

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.

The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA), and the State Department of Environmental Protection. Transport, handling and use of all pesticides shall be strict accordance with the manufacturer's label instructions and all applicable federal, State and local laws and regulations.

The Contractor will use the following pesticide use hierarchy as guide to minimize the amounts of pesticides applied as well as the potential for exposure.

- Containerized and other types of bait formulation rather than sprays shall be used for cockroach and ant control wherever appropriate. Baits are considered the standard choice for non-food preparatory spaces. Baits for other insects should also be considered as they are introduced into the marketplace and their efficacy established.
- As a general rule, if effective baits are not available, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and Crevice Treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.
- Application of pesticide liquid, aerosol, or dust exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures which will result in control within the predetermined tolerance thresholds, are practical. In the event that these applications become necessary, a formulation with the least potential exposure will be chosen. As a general rule, wettable powder and micro-encapsulated formulations will be considered as first choices. Solvent based

pesticides will be used only as a last resort when no other effective alternatives exist. Such applications shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer re-entry time. The Contractor and Using Agency Representative will determine, on a case-by-case basis, what additional ventilation and prenotification are needed. NOTE: The Using Agency Representative and the Contractor should attempt to schedule any significant applications of solvent based pesticides to permit the maximum drytime and dissipation prior to re-occupation of the building by employees, clients (i.e. Friday evenings), or perform application when the building is unoccupied.

The Contractor shall obtain the approval of the Using Agency Representative prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The Contractor shall take the necessary precautions to ensure tenant and employee safety, and all the necessary steps to ensure the containment of the pesticide to the site of application. No liquid, aerosol, or dust applications shall be made while tenant/personnel are present.

3.15 Rodent Control

A. Non-pesticide Products and Use

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Using Agency Representative. During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

B. Pesticide Products and Use

In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the Using Agency Representative prior to making any interior rodenticides treatment.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.

Frequency of bait boxes servicing shall depend upon the the level of rodent infestation. Also bait boxes shall be maintained in accordance with EPA regulations and the New Jersey Pesticide Control code, NJAC 7:30-9.5, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled with the Contractor's business name and address, and dated; at the time of the installation and each servicing.

As a general rule, rodenticides application outside buildings shall emphasize direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the Using Agency Representative about the location of all rodent burrows on the premises that must be filled.

3.16 Program Evaluation

The State Agency reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

3.17 Quality Control Program

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Using Agency Representative. The program shall include, but not be limited to the following.

- An inspection system covering all the services stated in this contract. A check-list used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections.
- The check-list shall include every area of the operation serviced by the Contractor as well as every task required to be performed.
- A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Government inspectors point out the deficiencies.

- A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be maintained locally and made available to Government officials upon request.

3.18 Performance - Less Than Satisfactory Rating

The Contractor, upon receiving two (2) "less than satisfactory" ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if thresholds exist for the given pest), the entomologist should be consulted within seventy-two (72) hours of notification to evaluate if the Contractor has utilized all appropriate methods to remedy the problem. Recommendations made by the entomologist must be effectively implemented within five (5) days of receiving the rating report.

Any treatment area receiving three (3) consecutive "less than satisfactory" ratings of the same nature may result in filing of a formal complaint to the State of New Jersey Purchase Bureau with intent to terminate the contract.

3.19 Safety And Health

A. All work shall comply with all applicable State safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

B. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractor, that results in illness or death.

3.20 Important Notice: Your all-inclusive hourly bid prices on bid pages must remain fixed and firm for the duration of this contract. Submit your lowest price, distance and other factors considered, for contracts at various sites.

Price decreases mentioned in Section 4.1 of the Standard Terms and Conditions do not apply, due to the nature of this contract.

3.21 Contractor Personnel

3.21.1 All personnel shall be physically able to do their assigned work and shall be in general good health.

3.21.2 All personnel shall be thoroughly trained and qualified in the work assigned to them.

3.21.3 All personnel must observe all regulations in effect at the State Agency. While on State property employees shall be subject to State regulations, but under no circumstances shall such persons be deemed to be employees of the State. Contractor personnel shall not represent themselves as employees of the State.

3.21.4 The Director of Purchase and Property may request the

Contractor to transfer from a work crew contract personnel who are found to be incompetent, prone to excessive tardiness, absenteeism or theft.

3.21.5 All Contractor's employees shall be subject to such security clearance as the Director of the Division of Purchase and Property shall require.

3.21.6 The Contractor shall be responsible to ensure that lost articles found by their employees in or near the premises are turned in at a the main office.

3.21.7 The Contractor shall require all of their employees to wear suitable uniforms during the time they are in the facility, or on State grounds. Also each employee is required to present an identification pass for admittance into the building after official working hours of building occupants.

3.21.8 The Contractor shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official State use.

3.21.9 The Contractor shall require their employees to comply with all instructions issued by the Director of the Division of Purchase and Property pertaining to conduct and building regulations.

3.21.10 Prior to the start of work on any assigned day, the Contractor's personnel must first report to the building management office, and sign in and sign out each time they report for service. Areas treated and the amount of time spent on each area must be certified by the Building Manager of the Using Agency, or the supervisor of the areas treated.

The contractor's sign-in and sign-out sheet will be used against the monthly invoice to verify payment. Failure to adhere to this requirement could result in forfeiture of payment for services rendered.

5.0 Contractual Terms And Conditions

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be

afforded seven (7) days thereafter to register with the Division of Revenue.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two (2) years, by mutual written consent of the contractor and the Director.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are

prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the State relating to a final decision by the Director regarding contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Delivery and Damages

If the Contractor does not meet the performance requirements of RFP Section 3.0, Scope of Work, as specified in this proposal, it is the responsibility and obligation of the Contractor to make the details known immediately to the Purchase Bureau, 33 West State St., Trenton, New Jersey and the Using Agency.

5.18 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.19 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.20 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor

shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Form of Compensation and Payment

5.21.1 This section will serve to supplement Section 4 of the Purchase Bureau Standard Terms and Conditions. The Contractor is authorized to submit invoices monthly for services satisfactorily completed. Invoices must be submitted to the Using Agency along with supporting documentation substantiating that work has been satisfactorily completed. Invoices must reference the services detailed in the scope of work and must be in strict accordance with the firm, fixed prices submitted for each service on the pricing sheets. When applicable, invoices should reference the appropriate price line number from the original bid response proposal. All invoices must be approved by the Using Agency before payment will be authorized.

Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work Section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-Card Transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. Additional information can be obtained from banks or merchant service companies.

5.22 Contract Activity Report

Contract Activity Report

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP'S standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is an member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.
- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future contract award decisions.

5.23 Should the Contractor find at any time that existing conditions make modification in requirements desirable, they shall promptly report such matter to the Director of the Division of Purchase and Property for consideration and decision, after consultation with the Using Agency.

5.24 The Contractor, or his authorized representatives, may be required to meet periodically with the Director of the Division of Purchase and Property, or his representatives, and the Using Agency Representative to discuss the services, and make amendments or changes in procedures and operations as may be found necessary.

5.25 The Contractor agrees that the services covered by the contract shall be performed by qualified, careful and efficient employees in strictest conformity with accepted security practices and standards.

5.26 The Contractor further agrees that upon request by the State, it will remove from services hereunder any of its employees who, in the opinion of the State, are guilty of improper conduct or are not qualified or needed to perform the work assigned to them.

5.27 Project Management - General

All Contractor activities to be performed under all parts of the contract will be accomplished in consultation with, under the direction of, and with the approval of the State's project manager. The State's project manager will be responsible for the approval of all deliverables for each element of the services in the scope of work.